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ILLINOIS EMPLOYMENT  
RELATIONS BOARD

# **Muscatine Community School District**

## **Muscatine Education Association**

Comprehensive Agreement

For

2007-2009

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## **ARTICLE I: RECOGNITION**

### **A. Definitions**

1. The term "Board," as used in this agreement, shall mean the Board of Directors of the Muscatine Community School District in the County of Muscatine, State of Iowa, or its duly authorized representatives.
2. The term "employee," as used in this agreement, shall mean all professional employees represented by this association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement, shall mean the Muscatine Education Association or its duly authorized representatives or agents.

## **ARTICLE II: GRIEVANCE PROCEDURE**

### **A. Definitions**

1. **Grievance:** A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. **Aggrieved Person:** An "aggrieved person" is the person or persons or the Association making the complaint.
3. **Party in Interest:** A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.
4. **Joint Grievance:** A joint grievance is a grievance in which the Association joins with an employee or group of employees in making a grievance.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable, expeditious, and informal resolution of the grievance if at all possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, consistent with the provisions of Chapter 21 of the Code of Iowa (1985).

Terminations of teachers due to personal fault pursuant to section 279.27 of the Code of Iowa are not subject to the grievance-arbitration procedure. Terminations of teachers pursuant to section 279.13 of the Code of Iowa are subject to one review mechanism, either grievance-arbitration procedure or statutory review, at the employee's option.

### **C. Procedure**

1. **Time Limits:** The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Level one shall take place within twenty (20) school days from the date of occurrence of the event giving rise to the grievance or from the time when such event might reasonably have been ascertained to have occurred or

from the time when such event becomes known to the aggrieved person. These time limits shall not start until September first for any summer occurrences that give rise to a grievance.

2. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.
3. Joint Grievance: The Association may declare the grievance to be a joint grievance at either level one or level two, but not after level two has been completed.

The Association is not required to hold separate informal and/or formal hearings under joint grievance at any level.

4. Level One - Principal or Immediate Supervisor (Informal): An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either by himself/herself or in the company of the teacher selected by him/her or with the Association's designated representative.
5. Level Two - Principal (Formal):
  - a. If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A, within ten (10) school days from the informal discussion held at level one. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.
  - b. The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.
  - c. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school days period, the grievance shall be transmitted to level three.

6. Level Three - Superintendent: The Superintendent or his/her designee shall meet with the aggrieved person within ten (10) school days of receipt of the grievance. Within ten (10) school days of this meeting, the Superintendent or his/her designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition is made within ten (10) school days of the meeting between the aggrieved person and the Superintendent or designee, the aggrieved person may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The aggrieved person may bypass the Board and proceed directly to level five -- arbitration.

7. Level Four - Board: The Board, no later than its next regular meeting, shall review the grievance and shall have the option to hear the grievance or transmit the grievance directly to level five -- arbitration. If the Board determines that it shall hear the grievance then the Board shall, no later than its next regular meeting or ten (10) school days thereafter, meet with the aggrieved person to hear the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) school days after said meeting and a copy of such disposition shall be furnished to the Association.

8. Level Five - Arbitration:

- a. If the aggrieved person is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
- b. If the aggrieved person or Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.
- c. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service

by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

- d. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the aggrieved person. Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Employees to Representation**

- 1. Employee and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party in interest and to state its views.
- 2. Reprisals: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 3. Released Time: When it is necessary for an aggrieved person or an Association representative to attend a formal or informal grievance hearing during the work day, said aggrieved person and representative shall be released without loss of compensation.

4. Individual Grievance: If the Association is satisfied with the disposition of a grievance at any level below level five, it may decline to continue as a party to the grievance and if the employee or group of employees continues the grievance they shall assume all financial obligations in place of the Association as heretofore indicated.

**E. Miscellaneous**

1. Group Grievance: If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level three. The Association may process such a grievance through all levels of the grievance procedure.
2. Written Decisions: Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered levels two through five of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at level five shall be in accordance with the procedures set forth in the section on arbitration.
3. Separate Grievance File: All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private to the extent permitted by Chapter 21 of the Code of Iowa (1985) and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article.
5. Precedents: Any decision at levels one or two shall not be precedent setting pertaining to any future grievances.
6. Multiple Building Grievances: Any grievance which involves more than one building may be commenced in writing at level three.

### **ARTICLE III: EMPLOYEE RIGHTS**

#### **A. Rights and Protection in Representation**

The Board, pursuant to Chapter 731 of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join, and support the Association for the purpose of engaging in the negotiations and other concerted activities for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, encourage, deprive, or coerce any employee in the enjoyment of any right conferred by this Agreement, that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this Agreement or law or otherwise with respect to any terms or conditions of employment.

#### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as (s)he may have under Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, except as modified in Article 3-B.

#### **C. Association Identification**

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### **D. Intellectual Property Rights**

An employee who develops or produces a marketable concept, process and/or document shall have intellectual property rights to said product. Incidental use of district electricity, photo-copiers, computers or office furniture in the creation of said product shall not detract from the creator's rights or ownership.

## **ARTICLE IV: JOB CLASSIFICATION**

### **A. Classroom Teacher**

A classroom teacher in the Muscatine Community School District is an individual holding a professional certificate issued by the Iowa State Department of Education for the grade level or subject matter area that the employee is teaching.

### **B. School Nurses**

School nurses are individuals employed by the Muscatine Community School District currently licensed by the State of Iowa pursuant to the provisions of House File 1503 as adopted by the 66th General Assembly of the State of Iowa, 1976 Regular Session.

### **C. Counselors**

A counselor is an individual employed by the Muscatine Community School District holding a professional certificate issued by the Iowa State Department of Education for the appropriate grade level.

### **D. Teacher Librarians**

Teacher Librarians are individuals employed by the Muscatine Community School District who are certified teacher librarians by the Iowa State Department of Education.

## **ARTICLE V: SUPPLEMENTAL PAY**

### **A. Extra-Curricular Activities**

1. **Approved Activities:** The Board and the Association agree that the extra-curricular activities listed in Schedule C are official school sponsored activities covered by liability and workers' compensation insurance.
2. **Rates of Pay:** Employee participation in extra-curricular activities shall be mutually agreed upon and shall be compensated according to the rate of pay or other stipulations in Schedule C.
3. **Employment Agreements:** Employment participation in Schedule C activities shall be mutually agreeable, and may be mutually severed at any time. Unilateral severance, for any or no reason, by either the employee or the Board, must be filed no later than April 30.
4. **Persons employed under Schedule C contracts** are subject to all school Board policies, procedures and regulations. Persons who do not hold teaching contracts but do hold Schedule C contracts are subject to disciplinary actions up to and including suspension or discharge for violation of school district policies and procedures.

### **B. Expenses of Traveling Employees**

1. Employees using non-district owned vehicles in the performance of their assigned duties shall be reimbursed at the rate established by the school board.
2. The Board shall provide the same liability insurance protection for employees when their personal automobiles are used as provided in this section, as is or may be thereafter provided for district owned vehicles, provided that the employee shall be required to have primary liability insurance on his/her own vehicle.
3. No employee shall be assigned a traveling position as a means of reprimand.

## **ARTICLE VI: DUES DEDUCTION**

### **A. Authorization**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board no later than October 10th an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule B.

### **B. Regular Deduction**

Pursuant to a deduction authorization, the Board shall deduct one-ninth (1/9) of total dues from the regular salary check of the employee each month for nine (9) months, beginning in October and ending in June of each year.

### **C. Prorated Deduction**

Employees new to the district after October 1st shall have the total dues prorated on the basis of the remaining months of employment through June.

### **D. Duration**

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

### **E. Termination**

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

### **F. Transmission of Dues**

The Board shall transmit to the Association the total monthly deduction for professional dues within five (5) school days following each regular pay day, and a listing of the employees for whom deduction was made shall be updated monthly.

## **ARTICLE VII: EMPLOYEE HOURS**

### **A. Workday**

1. Length of the Day: The total in-school workday shall consist of not more than seven and one-half (7-1/2) hours which shall include a duty free lunch period of at least twenty-five (25) consecutive minutes.
2. Arrival and Dismissal Times: Full time employees shall not be required to report for duty prior to 8:00 a.m. with the exception of those assigned earlybird classes and those with supplemental assignments. On Fridays and days preceding holidays or vacations, the employee's day shall end fifteen (15) minutes after the end of the student day.
3. Part or Half Time Employees: The hours of half time employees are to be in proper proportion compared to the full time employees.

### **B. Meetings**

1. Faculty and Other: Employees may be required to report before or after the regular school day for the purpose of attending not more than two (2) faculty and two (2) staff, department, unit, or team meetings each month (for a total of four (4) per month). Such meetings shall run no longer than sixty (60) minutes. No such meetings will be called on any Friday afternoon or on any afternoon immediately preceding any holiday described in Article 8B, vacation, or other day when teacher attendance is not required at school. No such morning meeting will begin earlier than 7:45 a.m.
2. Notice and Agenda: The notice of any agenda for any meeting shall be given to the employees involved at least one (1) day prior to meetings, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

### **C. Association Assignments**

It is mutually agreed that the release in the following language will not exceed three periods in any semester. This section shall sunset on June 30, 2009, unless renewed.

1. The Association's President shall be granted relief from one teaching assignment each semester so that activities which are mutually beneficial to the district and the association can be conducted during normal business hours.

2. The Association's Teacher Rights' Chair(s) shall be granted relief from one teaching assignment each semester so that activities which are mutually beneficial to the district and the association can be conducted during normal business hours.
3. The Association's Chief Negotiator shall be granted relief from one teaching assignment each semester so that activities which are mutually beneficial to the district and the association can be conducted during normal business hours.

## **ARTICLE VIII: EMPLOYEE WORK YEAR**

### **A. In-School Work Year**

1. Regular Contract: The in-school work year for employees, other than new personnel who may be required to attend an additional three (3) days of orientation, shall not exceed one hundred ninety-three (193) days and a maximum of one evening orientation session not to exceed two (2) hours for parents or students as determined by the Superintendent.
2. Extended Contract: The in-school work year of employees contracted on a twelve month basis shall not exceed two hundred thirty-five (235) days.
3. Definition of In-School Work Year: The in-school work year shall include one hundred eighty (180) days when pupils are in attendance, seven (7) days inservice, conference, record, orientation, or any other days on which employee attendance is required and the six paid holidays, for a total of 193 days.
4. Nonattendance: Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.
5. Resignations: Employees' written resignations, delivered to the Board no later than May 20, shall be accepted by the Board if compelling reasons are shown therefore and if a suitable replacement is found, both in the exclusive and final judgment of the Board.

### **B. Holidays**

The regular and extended contract of employees shall include six (6) paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day, President's Day, and Memorial Day. July Fourth shall be a holiday for employees under an extended contract who work the day before and after July Fourth. No employee shall be required to perform duties on any of the above holidays.

## **ARTICLE IX: SICK LEAVE**

### **A. Definition of Sick Leave**

Sick leave shall be defined as the absence of an employee from their regularly assigned duties as a result of the employee's and/or employee's immediate household members' illness, injury, or disability, and/or the serious illness, injury, or disability of the employee's mother, father, mother-in-law, or father-in law. Sick leave used as a result of an immediate household member's illness, injury or disability, or the serious illness, injury, or disability of the employee's mother, father, child, grandchild, mother-in-law, or father-in-law will be limited to five days. An employee may use up to two (2) days of their sick leave for medically related appointments. Sick leave and worker's compensation cannot be used at the same time. (Employees undergoing follow-up therapeutic treatment, e.g., chemotherapy, are not limited in their use of sick leave up to their maximum available.)

The term household, as used in this Article, shall mean all persons of whatever ages, whether or not related, who habitually reside together in the same household as a group.

### **B. Accumulative Benefits**

All employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day, with the following exception. Employees hired into the district after July 1, 1981, will accumulate sick leave on the following schedule:

- 10 days the first year
- 11 days the second year
- 12 days the third year
- 13 days the fourth year
- 14 days the fifth year
- 15 days the sixth and subsequent years

Unused sick leave days shall be accumulated from year to year with 135 day limit. While no more than 135 days can be accumulated, an employee using the entire allotment because of an extended illness during any one year shall be credited with the sick leave days remaining in the current year to which (s) he would otherwise be entitled. It is understood that an employee that has accumulated 135 days and has reported for work for the new school year, is entitled to use 150 total days that's school year if there is an extended illness. An employee whose contract extends beyond the work year as provided in this agreement shall be entitled to one-half (1/2) day additional sick leave for each additional seven (7) days beyond the work year, provided, that this shall not apply to extra curricular activities covered by supplemental pay.

**C. Notification by Employee**

An employee shall report the intention to be absent from duty to the Superintendent or designee by 7:00 A.M. on the day of the absence, provided that if possible, notification should be given on the previous day or earlier. If an employee expects to return to an assignment, the employee should notify the Superintendent or designee of such intention by 3:00 P.M. on the previous day in order to release the substitute.

**D. Notification of Accumulation**

Employees shall be given a copy of a written accounting of accumulated sick leave days with each salary payment.

**E. Extended Leave**

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability, until the end of the school year.

**F. Fringe Benefits**

The Board agrees to continue all fringe benefits provided by this agreement for the duration of any paid leave.

## ARTICLE X: TEMPORARY LEAVES OF ABSENCE

### A. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

1. Personal: At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave when requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. You may carry forward up to one unused day.
2. Jury and Legal: Any employee called for jury duty during school hours or who is subpoenaed to appear before any district court shall be provided such time.

Any fees or remuneration the employee receives during such leave shall be turned over to the Board.

3. Bereavement: Up to five (5) working days leave at any one time for the death of the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, or grandparent; grandchild, step-child, step-parent, step-brother, step-sister, or any other member of the employee's immediate household; and up to two (2) days for son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew, provided the employee attends and/or makes arrangements for such funerals. This leave does not need to be taken consecutively.

Bereavement leave for the death of a friend(s) is not to exceed more than one full day or two (2) half days per year. In the event of the death of an employee or student in the Muscatine School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

The term household, as used in this Article, shall mean all persons of whatever ages, whether or not related, who habitually reside together in the same household as a group.

4. Emergency Leave: Up to three (3) days leave with full pay for emergencies may be granted to employees during each school year.

An emergency is a condition which requires the presence of the employee. The type of absences for which emergency leave may be approved are:

- a. Accident, involving his/her property, or the person or property of a member of his/her immediate family (father, mother, son, daughter, husband, wife, brother, sister, son-in-law, daughter-in-law, grandchildren and grandparents of the employee and father, mother, brother, sister, and grandparents of the employee's spouse) of such an emergency nature that the immediate presence of the employee is required during the working day.
  - b. Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such emergency nature that the immediate presence of the employee is required during his/her working day.
  - c. Other real emergencies, not specified above, which require the presence of the employee.
5. Selective Service Physical: Employees called for selective service physical examinations shall be excused without loss of pay for such purposes.
  6. Association Leave: The Association shall have twenty-five (25) days Association leave to conduct Association business by its officers and/or Association-authorized members. Of these twenty-five (25) days, thirteen (13) days shall be at no deduction and the remaining twelve (12) days shall be at substitute pay deduction.
  7. Professional Conferences: The Board agrees to provide, upon written application by the employee and written approval by the Superintendent, the appropriate expenses for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as cost of the substitute teacher needed to relieve the participant.
  8. Other Temporary Leaves: Other temporary leaves of absence with pay may be granted in writing by the Superintendent or designee for good reason.

**B. Unpaid Leave**

Other temporary leaves of absence without pay may be granted in writing by the Superintendent or his/her designee for good reason.

**C. In Addition to Sick Leave**

Leaves taken pursuant to Section A above may not be deducted from sick leave to which the employee is entitled.

**D. Family Medical Leave**

Employees covered under this contract shall be covered under the federal Family Medical Leave Act (FMLA). This act provides for certain guaranteed leaves and benefits during and after said leaves. Leaves granted for similar purposes under other provisions of the contract shall run concurrently with, but not be in addition to, those provided by FMLA. Employees may inquire about FMLA at the district office of Human Resources.

## ARTICLE XI: EXTENDED LEAVES OF ABSENCE

### A. Parental

All employees shall be eligible for parental leave, not to exceed the duration of the school year in which it is taken, without pay except where sick leave is applicable subject to the following conditions:

1. Notification: The employee shall notify the Board in writing as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave and indicating the anticipated length of such leave. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the employee's attending physician. The Board shall be entitled to extend said leave to the beginning of the following school year.
2. Return Rights: The employee shall return to previously assigned full time duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges.
3. Benefits: All benefits, including insurances, shall be paid by the employee beginning with the effective date of leave for so long as the leave is extended.
4. Pay: An employee when on parental leave shall receive credit for improvement on the salary schedule, but not annual increments while on leave unless the employee serves at least one-half (1/2) of the school year, this period need not be continuous.
5. Sick Leave Use: Sick leave may be used by an employee only in the amount of accumulated sick leave and not to extend beyond such time that a physician designated by the Board, if the Board desires a second opinion, certifies the employee to be physically or mentally disabled. The extended leave of absence shall become effective when all sick leave is exhausted or at the option of the employee.
6. Extension Without Pay: Extended leave without pay until the end of the school year may be granted upon the request of the employee.
7. Adoption: In cases of adoption of a child, these policies shall apply where appropriate.

**B. Military**

Leave of absence and pay for such leave shall be granted for any period of active state or federal military service as provided in the Code of Iowa.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six (6) months shall make application for reinstatement to the Superintendent or designated representative and return to employment within 90 days after termination of such military service.

**C. Public Office**

A leave of absence without pay, not to exceed two (2) years, may be granted to any employee, upon application, for the purpose of campaigning for, or serving in, a public office.

**D. Family Illness**

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

**E. Educational Improvement**

A leave of absence without pay of up to one (1) contract year may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.

**F. Outside Teaching**

A leave of absence without pay may be granted for up to two (2) contract years for an employee who joins VISTA, or the National Teacher Corps, or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same fringe benefits as (s)he would have accrued had (s)he taught in the system during such period.

**G. Association**

Full time officers of the Association or its affiliate Iowa State Education Association and National Education Association, who are employed by the Board, shall be granted, upon request, an unpaid leave of absence, said leave not to exceed two (2) contract years. The Board shall allow such employees to remain part of the retirement system and to make regular contributions.

**H. Return**

Unless otherwise provided upon return from an extended leave of absence as provided in this Article, the employee shall receive credit for improvement on salary schedule, but not the annual increment.

## **ARTICLE XII: REDUCTION OF STAFF PROCEDURES**

### **A. Layoffs**

In the event the employer determines that employees must be laid off, the following procedures will be followed.

1. Layoffs shall be effected with the following groups and departments:

K-5; 6-8; 9-12

2. Layoffs in the above groups and departments will be made on the following basis:

The employer will determine which employees are to be retained in order to have the best staff available, and will consider employees needed to maintain program continuity, employees' seniority, evaluations, skill, qualifications, ability, Iowa Department of Education certifications and academic preparation. It is anticipated that seniority shall normally be the controlling factor; however, other factors may override seniority in unusual circumstances.

Those employees to be laid off will be notified in writing by the Superintendent or designee within five (5) days of the employer's decision.

### **B. Recall Rights**

Probationary and non-probationary employees laid off pursuant to this Article shall have recall rights for two calendar years within the group or areas from which (s)he was laid off and shall be recalled to available positions within such group or area in the inverse order of layoff. Further, non-probationary employees laid off pursuant to this Article shall also have recall rights for two calendar years within the group from which (s)he was laid off and shall be recalled to any vacancy within their group (K-5, 6-8), 9-12) for which he/she is certified.

The employee shall notify the Board at the end of the first year of the employee's desire to remain on recall status. The employee, while on layoff, will also keep the Board apprised of changes, in writing, in their certification and/or endorsement(s). Employees shall have five (5) school days within which to respond to a recall notice.

**C. Notification**

The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff. The Board shall annually provide the Association with a current list of those who have retained such rights provided by this Article.

**D. Benefits**

Any individual reemployed by exercising his/her recall rights shall be given full credit for any relevant training and experience (s)he has obtained through other employment during the interim period.

## **ARTICLE XIII: HEALTH AND SAFETY**

### **A. Protection of Employees**

#### **1. Use of Reasonable Force**

An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to self and others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and/or for the protection of persons and/or property.

#### **2. Assault on an Employee**

- a. **Reporting Assaults:** Employees shall, within 24 hours, report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be forwarded to the Association by the employee's principal/supervisor within 48 hours of the assault.
- b. **Leave:** When absence arises out of or from a reported physical assault, as described in paragraph a, on an employee while in the scope of his/her employment, the employee shall be entitled to up to three days of paid leave and shall not forfeit any sick leave, personal leave or other such leave.

### **B. Bomb Threats**

In all cases, where a school official is notified of a bomb threat, no employees shall be required to search for a bomb.

The employee will be informed of the nature of the threat before being asked to identify objects/items within their classroom or area.

### **C. Safety Glasses**

Employees who due to their teaching assignment require prescription OSHA approved safety glasses shall provide such documentation by an optometrist. These employees may be reimbursed up to 50% of the cost for such lenses and frames up to a maximum of \$100 each time there is a need for a new prescription or replacement. Normally these employees would be teachers of Voc-Tech, Voc-Ag and science at the middle and high school levels.

## **ARTICLE XIV: EMPLOYEE EVALUATION PROCEDURES**

### **A. Overview**

During the first two years of employment with the Muscatine Community School District and every third year thereafter, all professional staff will participate in Track I of the Professional Staff Evaluation System. A staff member may be assigned to Track I for a third year by their evaluator; written notification of this decision will be provided to the employee by May 15. A staff member new to Muscatine Community School District who has completed a probationary period satisfactorily at another public K-12 school district may be allowed to serve only a one year probationary period; written notification of this decision will be provided to the employee by October 1 or, for persons hired after September 10<sup>th</sup> within three weeks of their first day of work.

Upon successful completion of Track I, staff members will be placed on Track II of this system. Track II is also known as career development and or the Iowa Professional Development Model.

A staff member deemed to be in need of assistance will be placed on Track II of this system. Track III is designed to provide clear intervention and remediation for experienced staff members whose job performance has been determined not to meet district core expectations.

### **B. Notification – Assigned Employees**

The evaluation process will begin with written notification to the staff member by October 1 or, for persons hired after September 10<sup>th</sup>, within three weeks of their first day of work. Each staff member will participate in an individual or group orientation conference prior to the beginning of the observation process. During this orientation conference, the procedures, forms, criteria, and timelines for evaluation will be reviewed and discussed.

### **C. Notification – Unassigned or Employees with multiple assignments**

A designated principal shall be assigned by the district office to notify and evaluate employees who are not assigned to a specific building or who have multiple building assignments.

### **D. Observation and Purpose**

All classroom observations of an employee shall be conducted with the full knowledge of the employee and shall not unduly interfere with the normal teaching-learning process.

A probationary employee shall have a minimum of two formal observations, which shall take place each year of probation before April 20, with the first being completed before November 30.

A non-probationary employee shall typically be evaluated with one formal observation using the process described herein for Track I, not less than every third year.

#### **E. Observation Process**

The formal observation process shall consist of:

1. Pre-Observation Conference
  - A) The pre-observation conference is the opportunity for the professional staff member and evaluator(s) to provide each other with information that will be helpful to observation process.
  - B) At or before the pre-observation conference, the staff member will submit the Pre-Observation Conference Form for the session to be observed.
  - C) At this pre-observation conference, the staff member may submit other artifacts or planning data.
2. Observation
  - A) During the observation, the evaluator will gather data, which is descriptive of the teaching/learning situation.
  - B) Criteria used during the observation will correlate with the state teaching standards and criteria.
  - C) All formal observations will be of sufficient length to observe the entire session agreed upon for observation. At least one of those observations will be for a minimum of 45 minutes. Observations will be conducted openly with the full knowledge of the staff member.
  - D) In order to gain the most solid sense of a staff member's expertise and to provide the best support for professional growth, it is recommended that at least one formal observation during Track I be of extended duration (3-4 hours or longer at the elementary level, and observations extended over three sequential days at the secondary level).
3. Post-Observation Conference
  - A) The post-observation conference is an open and honest discussion of the observation between the professional staff member and the evaluator(s).
  - B) The post-observation conference will be held within two to five working days of the observation, except in unusual circumstances.
  - C) During the post-observation conference, or within 24 hours after that conference, the evaluator will provide brief written feedback to the staff member based on the state teaching standards and criteria.
  - D) At this post-evaluation conference, the staff member may submit additional artifacts or data to assist in a review of the session observed.

4. **Artifact Collection**

Artifacts used in a teaching unit or within a specified time period shall be available or submitted to the observer for feedback. The staff member and the evaluator will mutually agree to the time period. Any materials that are used to develop the instructional environment for students can be used for artifacts.

5. **Additional Data and Input**

Informal walk-through or unannounced observations and other informal input may be used to provide additional data in the evaluation process. Other information may include (but is not limited to) observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

**F. Summative Evaluation**

1. The written Summative Evaluation must be submitted to the office of the Director of Human Resources on or before May 15, reviewed by appropriate district administrators, and placed in the employee's file by August 15.
2. Prior to the filing of the Summative Evaluation, the evaluator and staff member will have a final conference to write and/or review the evaluation. If, through the evaluation process, a need for improvement of performance in relation to the state teaching standards and criteria is noted, a Planned Program for Improvement will be developed. The key areas to be addressed will be noted on the Summative Evaluation, and the Planned Program for Improvement will be attached to the evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all the ratings or remarks contained in the evaluation.
3. The teacher shall be provided the opportunity to provide the evaluator with a response. This may be verbal or written and submitted within two to five working days of the post observation conference. If the teacher's response is in writing it should be attached to the summative evaluation.

#### **G. Remedy**

All employee evaluations are to be fair and accurate. An employee or the Association as the employee's representative has the right to utilize the contract's grievance procedure to challenge an evaluation as unfair, unjust or inaccurate in cases in which the evaluation indicates that his/her overall performance is less than satisfactory, or in any proceeding in which the District attempts to justify adverse action against an employee, including such adverse action as withholding a step increase, suspension, termination, layoff or placement on probation.

Probationary employees shall be subject to the provisions of Section 279.19 of the Iowa Code.

#### **H. Forms, descriptions of Track II and III and related rubrics and aides**

The summative forms used in Track I as well as the Career Development Plan, Building Level Professional Development Plan and the School Improvement Plan used in Track II as well as descriptors for teachers, teacher librarians, guidance counselors and school nurses are all found on the district website under evaluation forms. Descriptions of Track II and Track III, guides, cross referenced data points sorted by standards and related rubrics and are all found on the district website. Changes to any procedures or required materials are subject to mutual agreement of the district and the MEA.

## **ARTICLE XV: TRANSFER PROCEDURES**

### **A. Definitions**

A "voluntary transfer" is the movement of an employee to a different grade level, building, or subject area upon a vacancy therein for the following school year. An "involuntary transfer" is the movement of an employee to a different grade level, subject area, or building by the Superintendent or designee.

### **B. Vacancies**

If the Board desires to fill a vacancy, or has promotional position vacancies, in either case for the following school year and occurring prior to May 20th of any year, written notice of such vacancy will be posted by the Superintendent or designee on bulletin boards used by employees and our website (<http://www.muscatine.k12.ia.us>) no later than ten (10) working days after the employer decides to fill such vacancy. Employees who desire to apply for such positions shall submit written applications to the Superintendent or designee within five (5) working days of such posting. Employees who apply for such posted vacancies shall be given first consideration in the filling of such vacancies. No new staff will be appointed until all such employees have been interviewed and their transfer requests have been considered. This does not preclude a new person being appointed from outside the staff if that person is deemed, by the Board, to be best qualified for the particular position, considering experience, competency, and training. Employees not selected to fill such vacancies will be notified. At the applicant's request the Superintendent or designee will discuss the reasons for his/her decision. No employee in his/her first year of employment in the Muscatine Community School District is eligible to apply for such vacancies until after the successful completion of their first year and after June 30.

### **C. Request for Voluntary Transfers**

Employees desiring a transfer to a different building, subject area, or grade level for the following year may submit requests to the Superintendent or designee in order that the employee will be notified of vacancies which occur when school is not in session. Vacancies will be filled in the manner set forth in paragraph B above.

### **D. Involuntary Transfers**

Involuntary transfers of employees may be made by the employer when, in its judgment, such transfers are necessary for the efficient operations of the school system. Any employee so transferred will be notified, as soon as practicable, of the reasons for his/her transfer and, at his/her request, shall be entitled to a conference with the Superintendent or designee to discuss such reasons.

In the event of school building closing, affected teachers will have the right to request an interview with the Superintendent or designee. To the extent practicable, the Superintendent will consider the teacher preference before making transfers final.

**E. Temporary Transfers**

Nothing in this agreement shall be construed as restricting the employer from exercising its right to temporarily fill any vacancies, or to hire employees from outside the district for the remainder of the school year.

**F. Transferred Employee's Rights**

Employees voluntarily or involuntarily transferred will maintain their current positions on the salary schedule, seniority and fringe benefits.

## **ARTICLE XVI: SENIORITY**

### **A. Definition**

"Seniority" as used in this agreement shall mean an employee's continuous length of service with the Muscatine Community School District from the latest date of employment. The seniority status of employees with the same date of employment shall be determined by the dates their contracts were signed by the employees. Non-teaching coaches will not accrue seniority and are not part of this bargaining unit. Periods of approved leaves of absence not to exceed two (2) years shall be included in computing an employee's length of service.

### **B. Loss of Seniority**

The seniority of an employee shall terminate if the employee resigns, is terminated, is laid off and not recalled within the time period as provided in Article 12, Reduction of Staff Procedures, or fails to respond to a recall notice as provided in Article 12.

## **ARTICLE XVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

### **A. Continuing College/University Education**

Any employee who desires course or seminar work from an accredited college or university to apply toward an educational lane change on the salary schedule must file written notification with the Superintendent or designee for approval. Only graduate courses from recognized colleges or universities and in the field in which the employee is currently teaching will be approved by the Superintendent.

State required courses will be approved. Other courses in education may be approved by the Superintendent at his/her discretion. Any employee in a graduate degree program approved by the Superintendent who has begun course work prior to December 1, 1980, and who has taken course work since May 1, 1980, will be granted advancement on the salary schedule in accordance with its provisions.

Approval will be given to audit classes if the same provisions exist as for granting staff development credit. Courses that are offered for graduate credit may be taken on an audit basis, if the only difference is the cost to the employee. Employees need to provide a Certificate of Completion or similar type of proof that the course was completed.

Online classes may be approved for lane change credit if they are from fully accredited institutions. Two currently approved institutions are Kaplan and Phoenix on-line. It is the responsibility of the employee to establish that the institution is fully accredited.

## ARTICLE XVIII: INSURANCES

### A. Types

The Board agrees to provide all full time employees and employees with 70% or more contracts with the following coverage:

1. Health and Major Medical: Each employee shall be covered by a health and major medical program paid for by the Board that meets the specifications of the contract in effect 7-1-07. Each employee who purchases single plus one or dependent insurance shall receive \$2,400 per year towards the additional cost of the dependent's insurance in FY-08 and each year thereafter. Each employee shall also receive \$2,460 in FY-08 and each year thereafter for a 403(b) contribution or for the costs of dependent insurance.
2. Life: Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum benefit of \$50,000, double for accidental death in FY-01 and thereafter. Employees at their option and cost may purchase additional life insurance to the extent permitted by the insurance carrier.
3. Long Term Disability: Each employee shall be provided with a 70% LTD policy for accident and sickness, to age 65, with a qualifying period of 90 calendar days or expiration of such leave, whichever is greater.
4. Workers' Compensation: Each employee shall be covered by workers' compensation paid for by the Board.
5. Liability: Each employee shall be covered by a school liability policy paid for by the Board and providing no less benefits than are currently recommended by the Iowa School Board Association's state-wide Property/Casualty/Liability Group Plan.
6. Dental: Each employee shall be covered by a dental program paid for by the Board. Employees at their option and cost may purchase dependent dental coverage to the extent permitted by the insurance carrier.
7. Flexible Spending Account: A flexible spending account will be made available to employees subject to section 125 of the Internal Revenue Code. Employees who elect to set up a flexible spending account may use the account for insurance premiums, permitted medical care or dependent care. The Board agrees to pay any and all administration costs.

## **B. Coverage**

1. The Board-provided insurance shall be for twelve (12) consecutive months.
2. Employees new to the district shall be covered by Board provided insurance no later than one (1) month after beginning employment for Schedule D or E wages.
3. Employees entitled to retire under the IPERS program who leave the district's employment may remain a part of the group health and major medical insurance program at their own expense.
4. Employees and retired employees shall, at the appropriate age, enroll in Medicare. Health and major medical insurance shall be supplementary to Medicare coverage.
5. Employees must be actively at work on the date of new coverages and must complete and return the enrollment forms to the business office, providing the requested information, prior to receiving coverage provided by the insurance carrier for new or improved coverages.
6. The Board agrees to provide a pro-rata share of the total fringe benefit package for part-time contracts less than 70%.

## **C. Descriptions**

The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meeting.

#### **D. Continuation**

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

1. **Paid Leaves:** Board contributions shall continue for the period of the paid leave. In the event that a paid leave may expire during the month, and should the employee desire continued coverage, cost shall be prorated to the end of the month, on the basis of 20 days per month.
2. **Non-Paid Leaves (Voluntary):** Employees on non-paid leave shall have the option to continue the Board-paid programs by paying the premiums themselves to the Board on or before the first of the month. Cost computation shall be the same as in #1 for leaves commencing on a date other than the end of the month.
3. **Non-Paid Leave Due to Exhaustion of Sick Leave:** The cost of insurance benefits shall be prorated on a contract day basis and be paid on the same accrual as salary earnings. The employee may continue insurance coverage from expiration date of district-paid coverage to the end of the month of the beginning of the following school year or August 31, whichever occurs earliest, at their own expense.
4. **Absence Due to Job Injury When Compensatory Wages Are Paid by Workers' Compensation:** Insurance benefits shall be paid in the same manner as exhaustion of sick leave, less any use of sick days.
5. **Layoffs:** Employees provided health and major medical insurance receiving notice of layoff shall have the opportunity to participate in health and major medical insurance, at their own expense, after the expiration of district-paid coverage, according to the rules and procedures under the Consolidated Budget Reconciliation Act (COBRA).

## **ARTICLE XIX: WAGES AND SALARIES**

### **A. Schedule**

The salary of each employee covered by the regular salary schedule is set forth in Schedule D or E, which is attached hereto and made a part thereof.

### **B. Placement on Salary Schedule**

1. Credit for Experience: Credit on the employee salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment. Credit for military experience or alternative civilian service required by the Selective Service System and credit for Peace Corps, VISTA, or National Teachers Corp work and appropriate business or industrial experience may be given upon initial employment.
2. Returning to the District: Any employee with previous teaching experience in the Muscatine School District may, upon returning to the system, receive credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work and appropriate business or industrial experience up to the maximum set forth in Schedule D.
3. Part Time Employees: Employees who work less than full time shall be placed on the salary schedule as in B-1 above. They shall receive a salary in proportion to their assigned workday.

### **C. Advancement on Salary Schedule**

1. Increments: Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service for purpose of advancement on the salary schedule consists of employment in the Muscatine District for ninety (90) teaching days or more in one school year.

2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational graduate credit with the Superintendent at the beginning of each school year. Additional educational graduate credit means hours completed after the degree is conferred.
3. Notification: The employee must notify the district by February 28th of their intention to request a lane change(s) in the next fiscal year and provide transcripts to justify such lane change(s) by October 10th. Unofficial evidence or proof of course work must be provided by September 10th.

Certificates of Completion of courses taken on an audit basis as per Article XVII, A., must be provided to justify lane changes by October 10th.

#### **D. Longevity**

An employee shall receive an annual longevity payment of 4% of the index base commencing with the twentieth year and extending through the twenty-fourth year. There will be an additional 1% of the index base for a total of 5% of the index base from the twenty-fifth year through the twenty-ninth year. An additional 1% of the index base for a total of 6% of the index base shall be given for thirty years or more of service. It is understood that all longevity applies to the years of service in the Muscatine Community School District.

#### **E. Method of Payment**

1. Pay Periods: Each employee shall be paid in either ten (10) or twelve (12) equal installments. Payments shall be made on the 20th of each month. Employees electing ten payments would not receive checks in July or August.
2. Exception: When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
3. Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited into the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

4. Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp. Those who choose electronic fund transfer and are nine (9) month employees will have their pay stubs delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their pay stubs delivered to the employee's building. Nine (9) month employees will receive their pay stubs by mail during June, July and August unless they choose to receive them at the Administrative Office. The business office cannot be responsible for any delays in the delivery by mail if the employee's pay stub is not received the following day.

**F. Extended Contract Rate**

Any employee whose assignment exceeds the regular school year (Article 8, A-1), and whose extra employment immediately precedes or immediately follows the regular school year, will be compensated at their per diem rate, unless provided for in Schedule C.

**G. Other Rates**

1. Teachers will receive a form in advance to sign that states the rate of pay for an activity.
2. Individual's per diem rate is granted to teachers teaching teachers and for Phase III programs (except teachers being a student and curriculum writing.)
3. The generator base per diem is paid for all items not covered in #2 above.
4. Tasks outside the contract day or contract year are not assignable except as in Section H below.

**H. Extra Duty Assignments**

Any employee who volunteers or is required to work an extra duty assignment will be compensated at the rate of BA generator divided by 193 divided by 7.5 times 60%, which equals the rate per hour. Such extra duty shall be paid for activities such as ticket-taking, scorekeeping, timing, crowd-control, supervising, linesmen, and bus chaperoning. Attendance at school programs will constitute an extra duty if the employee is a required supervisor of students. Each employee may be required to perform extra duty once per year.

Employees being required to perform extra duty shall be given at least three (3) days' notice and will not be required to perform extra duties during Thanksgiving, Christmas, or spring breaks.

**I. Activity Passes**

Each employee at his/her option shall receive an activity pass good to all events sponsored by the Muscatine Community School District. This pass will admit the employee and companion.

If the district requires the employee's services during such an event, due to unforeseen circumstances, the employee will provide the assistance required when in attendance.

## **ARTICLE XX: COMPLIANCE CLAUSES AND DURATION**

### **A. Compliance Between Individual Contracts and Comprehensive Agreement**

Any individual contract between the Board and an individual employee, whenever executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract shall incorporate by written reference the terms and provisions of this Agreement.

### **B. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valued and subsisting, except to the extent permitted by law and the Board and the Association shall enter into negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

### **C. Distribution to Employees**

At the conclusion of negotiations, when both sides have ratified the agreement, administration shall be responsible for preparing an updated agreement within 10 working days. The employee unit shall have 10 working days from receipt of the administrative draft to review, edit and correct the administrative effort. The district shall have 10 working days from receipt of the employee's corrections to make such actual corrections and provide for a final edit opportunity for both parties prior to running copies. A copy of the agreement shall be presented to all employees now employed and hereafter employed by the Board. Only language that has been modified in negotiations is subject to review. All other language is to remain as is.

### **D. Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 2900 Mulberry Avenue, Muscatine, Iowa, 52761.
2. If by Board, to Association President.

**E. Duration**

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2009.

**F. Complete Agreement**

This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the agreement during its life.

**G. Signature Clause**

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators and their signatures placed thereon, all on the 12th day of March 2007.

**H. Allocation Procedures**

Should the State Legislature authorize additional monies that can be used for increasing teacher compensation, the parties agree to open this Agreement for purposes of determining the allocation procedures at this district.

MUSCATINE EDUCATION  
ASSOCIATION

MUSCATINE COMMUNITY  
SCHOOLS

By [Signature]  
President

By Tom Welch  
President

By [Signature]  
Chief Negotiator

By [Signature]  
Chief Negotiator

[Signature]  
TEACHER RIGHTS

By Thomas L. Williams  
Superintendent

**SCHEDULE A**  
Grievance Report

# \_\_\_\_\_

Date Filed \_\_\_\_\_

Muscatine School District

\_\_\_\_\_ Building

\_\_\_\_\_ Name of Aggrieved Person

Distribution of Form:

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

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**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/or Immediate Supervisor

\_\_\_\_\_  
Date

**LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee Date

**LEVEL IV (Optional)**

A. \_\_\_\_\_  
Signature of Aggrieved Person Date Received by Board

B. \_\_\_\_\_  
Signature of Association President

C. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President Date

**LEVEL V**

A. \_\_\_\_\_  
Signature of Aggrieved Person Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

## SCHEDULE B

### Authorization For Payroll Deduction for Education Association Dues

---

First Name

Initial

Last Name

---

I hereby request and authorize the Board of Education of the **Muscatine Community School District** as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the **Muscatine Education Association** (an affiliate of the ISEA and NEA)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to the Association.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

**SCHEDULE C**  
**Supplemental Pay for Extra-Curricular Activities**

Each point on the schedule is worth .0085 of the generator base.

The board shall have the right to fill position listed in Schedule C of this Agreement. The mere fact that a position is listed shall not require the Board to fill such a position.

<u>Position</u>	<u>Points</u>	<u># of Positions</u>
<b>Elementary</b>		
Curriculum Coordinators (P,E, Music, Art, Science, Language Arts, Social Studies, Math, Nurses)	3	8
Textbook Adoption Coordinators	2	2
Band	10	1
Public Health Coordinator	7	1
Wellness Coordinator	7	1
<b>Middle School</b>		
Head Coach/Coordinator	2	9
Football	8	10
Basketball	8	18
Wrestling	8	3
Track	8	8
Cross Country	8	2
Volleyball	8	6
Swimming	8	2
Stage & Drama	10	2
Music, Instrumental	10	2
Music, Vocal	10	2
Yearbook	3	2
Pre-Post School Supervision	6	4
Curriculum Coordinator/ Team Leader	5	14
Newspaper/Magazine	3	2
Auditorium Manager	12	1
<b>High School</b>		
Football		
Head	24	1
Assistants	12	10
Basketball		
Head	24	2
Assistants	12	10
Wrestling		
Head	24	1
Assistants	12	3

Track		
Head	18	2
Assistants	12	6
Baseball/Softball		
Head	20	2
Assistants	12	6
Soccer		
Head	18	2
Assistants	12	3
Swimming		
Head	18	2
Assistants	12	2
Volleyball		
Head	18	1
Assistants	12	4
Tennis		
Head	13	2
Assistants	7	2
Golf		
Head	13	2
Assistants	7	2
Cross Country		
Head	18	2
Assistants	12	2
Strength & Conditioning	12	3
Curriculum Coordinators/ Team Leaders	10	14
Forensics		
Head	20	1
Assistant	12	1
Stage & Drama		
Head	20	1
Assistant	9	1
Instrumental Music		
Head	22	1
Assistant	12	1
Summer Instrumental Music	10	1
Color Guard	4	1
Orchestra	10	2
Vocal Music		
Head	20	1
Assistant	12	1
Cheerleading		
Head	18	1
Assistant	10	1
Pom Pon	7	1
Bowling	13	2

Newspaper Advisor	13	1
Yearbook Advisor	13	1
FFA Advisor	5	1
Model UN Advisor	4	2
Academic Decathlon Advisor	7	1
FBLA Advisor	5	1
Carl Perkins Coordinator	10	1
Electrathon Advisor	18	1
Auditorium Manager	12	1
Student Council Advisor	15	1
Assistant	7	1

#### **Other Assignments and Duties:**

Counselors – of assigned, a counselor will receive 4% of salary per week worked beyond the normal school year to a maximum of three (3) weeks.

# **SCHEDULE "D"**

## **2007-08 Salary Schedule**

### **Muscatine Community School District in the County of Muscatine, State of Iowa**

Experience Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	EdS	PhD
1	\$26,772 0.97	\$27,048 0.98	\$28,152 1.02	\$29,532 1.07	\$30,912 1.12	\$32,292 1.17	\$33,672 1.22	\$35,052 1.27	\$36,432 1.32	\$37,812 1.37
2	\$27,048 0.98	\$27,600 1.00	\$28,980 1.05	\$30,360 1.10	\$31,740 1.15	\$33,120 1.20	\$34,500 1.25	\$35,880 1.30	\$37,260 1.35	\$38,640 1.40
3	\$27,600 1.00	\$28,980 1.05	\$30,360 1.10	\$31,740 1.15	\$33,120 1.20	\$34,500 1.25	\$35,880 1.30	\$37,260 1.35	\$38,640 1.40	\$40,020 1.45
4	\$28,704 1.04	\$30,084 1.09	\$31,464 1.14	\$32,844 1.19	\$34,224 1.24	\$35,604 1.29	\$36,984 1.34	\$38,364 1.39	\$39,744 1.44	\$41,124 1.49
5	\$29,808 1.08	\$31,188 1.13	\$32,568 1.18	\$33,948 1.23	\$35,328 1.28	\$36,708 1.33	\$38,088 1.38	\$39,468 1.43	\$40,848 1.48	\$42,228 1.53
6	\$30,912 1.12	\$32,292 1.17	\$33,672 1.22	\$35,052 1.27	\$36,432 1.32	\$37,812 1.37	\$39,192 1.42	\$40,572 1.47	\$41,952 1.52	\$43,332 1.57
7	\$32,016 1.16	\$33,396 1.21	\$34,776 1.26	\$36,156 1.31	\$37,536 1.36	\$38,916 1.41	\$40,296 1.46	\$41,676 1.51	\$43,056 1.56	\$44,436 1.61
8	\$33,120 1.20	\$34,500 1.25	\$35,880 1.30	\$37,260 1.35	\$38,640 1.40	\$40,020 1.45	\$41,400 1.50	\$42,780 1.55	\$44,160 1.60	\$45,540 1.65
9	\$33,948 1.23	\$35,604 1.29	\$36,984 1.34	\$38,364 1.39	\$39,744 1.44	\$41,124 1.49	\$42,504 1.54	\$43,884 1.59	\$45,264 1.64	\$46,644 1.69
10	\$34,776 1.26	\$36,708 1.33	\$38,088 1.38	\$39,468 1.43	\$40,848 1.48	\$42,228 1.53	\$43,608 1.58	\$44,988 1.63	\$46,368 1.68	\$47,748 1.73
11	\$35,604 1.29	\$37,812 1.37	\$39,192 1.42	\$40,572 1.47	\$41,952 1.52	\$43,332 1.57	\$44,712 1.62	\$46,092 1.67	\$47,472 1.72	\$48,852 1.77
12	\$36,432 1.32	\$38,916 1.41	\$40,296 1.46	\$41,676 1.51	\$43,056 1.56	\$44,436 1.61	\$45,816 1.66	\$47,196 1.71	\$48,576 1.76	\$49,956 1.81
13	\$37,260 1.35	\$40,020 1.45	\$41,400 1.50	\$42,780 1.55	\$44,160 1.60	\$45,540 1.65	\$46,920 1.70	\$48,300 1.75	\$49,680 1.80	\$51,060 1.85
14	\$38,088 1.38	\$41,124 1.49	\$42,504 1.54	\$43,884 1.59	\$45,264 1.64	\$46,644 1.69	\$48,024 1.74	\$49,404 1.79	\$50,784 1.84	\$52,164 1.89
15	\$38,916 1.41	\$42,228 1.53	\$43,608 1.58	\$44,988 1.63	\$46,368 1.68	\$47,748 1.73	\$49,128 1.78	\$50,508 1.83	\$51,888 1.88	\$53,268 1.93
16				\$46,092 1.67	\$47,472 1.72	\$48,852 1.77	\$50,232 1.82	\$51,612 1.87	\$52,992 1.92	\$54,372 1.97
17				\$47,196 1.71	\$48,576 1.76	\$49,956 1.81	\$51,336 1.86	\$52,716 1.91	\$54,096 1.96	\$55,476 2.01
18				\$48,024 1.74	\$49,404 1.79	\$50,784 1.84	\$52,440 1.90	\$53,820 1.95	\$55,200 2.00	\$56,580 2.05
19							\$53,268 1.93	\$54,648 1.98	\$56,028 2.03	\$57,408 2.08
20-24 Years	\$40,020	\$43,332	\$44,712	\$49,128	\$50,508	\$51,888	\$54,372	\$55,752	\$57,132	\$58,512
25-29 Years	\$40,296	\$43,608	\$44,988	\$49,404	\$50,784	\$52,164	\$54,648	\$56,028	\$57,408	\$58,788
30+ years	\$40,572	\$43,884	\$45,264	\$49,680	\$51,060	\$52,440	\$54,924	\$56,304	\$57,684	\$59,064

\* National Board Certified receive an additional 5% of the BA Generator  
if the State of Iowa ceases to fund their promises.

# **SCHEDULE "C"**

## **2007-08 Salary Schedule**

1 Point = \$235	9 Point = \$2,111	17 Point = \$3,988
2 Point = \$469	10 Point = \$2,346	18 Point = \$4,223
3 Point = \$704	11 Point = \$2,581	19 Point = \$4,457
4 Point = \$938	12 Point = \$2,815	20 Point = \$4,692
5 Point = \$1,173	13 Point = \$3,050	21 Point = \$4,927
6 Point = \$1,408	14 Point = \$3,284	22 Point = \$5,161
7 Point = \$1,642	15 Point = \$3,519	23 Point = \$5,396
8 Point = \$1,877	16 Point = \$3,754	24 Point = \$5,630

# **SCHEDULE "D"**

## **2008-09 Salary Schedule**

Muscatine Community School District  
in the County of Muscatine,  
State of Iowa

Experience Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	EdS	PhD
1	\$27,257 0.97	\$27,538 0.98	\$28,662 1.02	\$30,067 1.07	\$31,472 1.12	\$32,877 1.17	\$34,282 1.22	\$35,687 1.27	\$37,092 1.32	\$38,497 1.37
2	\$27,538 0.98	\$28,100 1.00	\$29,505 1.05	\$30,910 1.10	\$32,315 1.15	\$33,720 1.20	\$35,125 1.25	\$36,530 1.30	\$37,935 1.35	\$39,340 1.40
3	\$28,100 1.00	\$29,505 1.05	\$30,910 1.10	\$32,315 1.15	\$33,720 1.20	\$35,125 1.25	\$36,530 1.30	\$37,935 1.35	\$39,340 1.40	\$40,745 1.45
4	\$29,224 1.04	\$30,629 1.09	\$32,034 1.14	\$33,439 1.19	\$34,844 1.24	\$36,249 1.29	\$37,654 1.34	\$39,059 1.39	\$40,464 1.44	\$41,869 1.49
5	\$30,348 1.08	\$31,753 1.13	\$33,158 1.18	\$34,563 1.23	\$35,968 1.28	\$37,373 1.33	\$38,778 1.38	\$40,183 1.43	\$41,588 1.48	\$42,993 1.53
6	\$31,472 1.12	\$32,877 1.17	\$34,282 1.22	\$35,687 1.27	\$37,092 1.32	\$38,497 1.37	\$39,902 1.42	\$41,307 1.47	\$42,712 1.52	\$44,117 1.57
7	\$32,596 1.16	\$34,001 1.21	\$35,406 1.26	\$36,811 1.31	\$38,216 1.36	\$39,621 1.41	\$41,026 1.46	\$42,431 1.51	\$43,836 1.56	\$45,241 1.61
8	\$33,720 1.20	\$35,125 1.25	\$36,530 1.30	\$37,935 1.35	\$39,340 1.40	\$40,745 1.45	\$42,150 1.50	\$43,555 1.55	\$44,960 1.60	\$46,365 1.65
9	\$34,563 1.23	\$36,249 1.29	\$37,654 1.34	\$39,059 1.39	\$40,464 1.44	\$41,869 1.49	\$43,274 1.54	\$44,679 1.59	\$46,084 1.64	\$47,489 1.69
10	\$35,406 1.26	\$37,373 1.33	\$38,778 1.38	\$40,183 1.43	\$41,588 1.48	\$42,993 1.53	\$44,398 1.58	\$45,803 1.63	\$47,208 1.68	\$48,613 1.73
11	\$36,249 1.29	\$38,497 1.37	\$39,902 1.42	\$41,307 1.47	\$42,712 1.52	\$44,117 1.57	\$45,522 1.62	\$46,927 1.67	\$48,332 1.72	\$49,737 1.77
12	\$37,092 1.32	\$39,621 1.41	\$41,026 1.46	\$42,431 1.51	\$43,836 1.56	\$45,241 1.61	\$46,646 1.66	\$48,051 1.71	\$49,456 1.76	\$50,861 1.81
13	\$37,935 1.35	\$40,745 1.45	\$42,150 1.50	\$43,555 1.55	\$44,960 1.60	\$46,365 1.65	\$47,770 1.70	\$49,175 1.75	\$50,580 1.80	\$51,985 1.85
14	\$38,778 1.38	\$41,869 1.49	\$43,274 1.54	\$44,679 1.59	\$46,084 1.64	\$47,489 1.69	\$48,894 1.74	\$50,299 1.79	\$51,704 1.84	\$53,109 1.89
15	\$39,621 1.41	\$42,993 1.53	\$44,398 1.58	\$45,803 1.63	\$47,208 1.68	\$48,613 1.73	\$50,018 1.78	\$51,423 1.83	\$52,828 1.88	\$54,233 1.93
16				\$46,927 1.67	\$48,332 1.72	\$49,737 1.77	\$51,142 1.82	\$52,547 1.87	\$53,952 1.92	\$55,357 1.97
17				\$48,051 1.71	\$49,456 1.76	\$50,861 1.81	\$52,266 1.86	\$53,671 1.91	\$55,076 1.96	\$56,481 2.01
18				\$48,894 1.74	\$50,299 1.79	\$51,704 1.84	\$53,390 1.90	\$54,795 1.95	\$56,200 2.00	\$57,605 2.05
19							\$54,233 1.93	\$55,638 1.98	\$57,043 2.03	\$58,448 2.08
20-24 Years	\$40,745	\$44,117	\$45,522	\$50,018	\$51,423	\$52,828	\$55,357	\$56,762	\$58,167	\$59,572
25-29 Years	\$41,026	\$44,398	\$45,803	\$50,299	\$51,704	\$53,109	\$55,638	\$57,043	\$58,448	\$59,853
30+ years	\$41,307	\$44,679	\$46,084	\$50,580	\$51,985	\$53,390	\$55,919	\$57,324	\$58,729	\$60,134

\* National Board Certified receive an additional 5% of the BA Generator  
if the State of Iowa ceases to fund their promises.

# **SCHEDULE "C"**

## **2008-09 Salary Schedule**

1 Point = \$239	9 Point = \$2,150	17 Point \$4,060
2 Point = \$478	10 Point \$2,389	18 Point \$4,299
3 Point = \$717	11 Point \$2,627	19 Point \$4,538
4 Point = \$955	12 Point \$2,866	20 Point \$4,777
5 Point = \$1,194	13 Point \$3,105	21 Point \$5,016
6 Point = \$1,433	14 Point \$3,344	22 Point \$5,255
7 Point = \$1,672	15 Point \$3,583	23 Point \$5,494
8 Point = \$1,911	16 Point \$3,822	24 Point \$5,732

**SCHEDULE E**  
**2007-08 Salary Schedule**

- A. The dollar amount for an R.N. shall be determined by multiplying each index factor times 85% of the teacher's salary schedule generator base.
- B. Nurses who have obtained a BSN, shall be placed on the teacher's B.A. salary schedule in accordance to the number of years of experience.  
(See Article XIX Section B.)
- C. Nurses who have obtained a BSN are eligible for lane changes.

STEP	R.N.
1	\$22,756 0.97
2	\$22,991 0.98
3	\$23,460 1.00
4	\$24,398 1.04
5	\$25,337 1.08
6	\$26,275 1.12
7	\$27,214 1.16
8	\$28,152 1.20
9	\$28,856 1.23
10	\$29,560 1.26
11	\$30,263 1.29
12	\$30,967 1.32
13	\$31,671 1.35
14	\$32,375 1.38
15	\$32,844 1.40

**SCHEDULE E**  
**2008-09 Salary Schedule**

- A. The dollar amount for an R.N. shall be determined by multiplying each index factor times 85% of the teacher's salary schedule generator base.
- B. Nurses who have obtained a BSN, shall be placed on the teacher's B.A. salary schedule in accordance to the number of years of experience.  
 (See Article XIX Section B.)
- C. Nurses who have obtained a BSN are eligible for lane changes.

STEP	R.N.
1	\$23,168 0.97
2	\$23,407 0.98
3	\$23,885 1.00
4	\$24,840 1.04
5	\$25,796 1.08
6	\$26,751 1.12
7	\$27,707 1.16
8	\$28,662 1.20
9	\$29,379 1.23
10	\$30,095 1.26
11	\$30,812 1.29
12	\$31,528 1.32
13	\$32,245 1.35
14	\$32,961 1.38
15	\$33,439 1.40

## Schedule F

# Muscatine Community School District Physical Examination Form

I have completed a physical examination, including a check for tuberculosis, of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as required for the Muscatine Community School District.

Physician's Signature \_\_\_\_\_ Date \_\_\_\_\_

**The physician will be asked to perform the Mantoux Test (tuberculosis) at their facilities effective 7-1-99.**

**Mantoux:**                      Date \_\_\_\_\_  
    Date checked \_\_\_\_\_  
    Results \_\_\_\_\_

**Please return this completed form with a copy of your statement or receipt. You will be reimbursed for the costs of the physical up to \$90 in FY-07 and thereafter.**

7/07

## **DISTRIBUTION OF PHASE II HF499 TEACHER SALARY INCREASES**

It is agreed that HF499, if any, monies shall be distributed to all qualifying HF499 staff members in the following manner.

The gross allocation to the district shall first apply to the appropriate percentage for necessary fringe benefits: FICA, IPERS, long term disability, and worker's compensation.

After deducting the amounts required for fringes, the remainder of the allocation shall be distributed to qualified employees by developing a Phase II salary schedule identical to Schedule D including longevity of the current year's master agreement.

The base of the Phase II schedule shall be developed by dividing the indices of the scattergram including longevity of all qualified staff of record on the third Friday of September, into the remainder of the available funds.

Each member's share shall be determined as their Schedule D salary is determined for the regular contract year.

Payment shall begin with the October pay date and end with the following August pay date (11 pay periods). - Phase II payments shall be incorporated with the normal paycheck.

The Phase II base shall be refigured annually based on available Phase II funds, the current Schedule D salary structure, and scattergram indices including longevity of the qualified staff.

The Phase II salary schedule and the Schedule D salary schedule shall not be incorporated into one salary schedule.